TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM779800

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	07/10/2014
RESUBMIT DOCUMENT ID:	900731924

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Synergos LLC		07/10/2014	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	inVentiv Health Clinical, Inc.	
Street Address:	202 Carnegie Center	
City:	Princeton	
State/Country:	NEW JERSEY	
Postal Code:	08540	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3011364	SYNERGO BE WELL. WORK BETTER.

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312 368 2152

Email: sheila.brown@dlapiper.com

Correspondent Name: Michael A. Geller, DLA Piper LLP (US)

Address Line 1: P.O. Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	425752-000009
NAME OF SUBMITTER:	Michael Geller
SIGNATURE:	/Michael Geller/
DATE SIGNED:	01/11/2023

Total Attachments: 3

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into effective as of July 10, 2014, by and among inVentiv Health Clinical, Inc., a Delaware corporation ("inVentiv Health Clinical") and each of 11190 Biscayne, LLC and Searento Trust LLC, each a Florida limited liability company, and Anova Clinical Resources LLC, inVentiv Health Clinical SHA, LLC and Synergos LLC, each a Delaware limited liability company (the "Merging LLCs" and collectively with inVentiv Health Clinical the "Parties").

RECITALS

WHEREAS, the Merging LLCs are wholly owned subsidiaries of inVentiv Health Clinical; and

WHEREAS, the member of each of the Merging LLCs and the Board of Directors of inVentiv Health Clinical has approved, and declared it advisable and in the best interest of each Merging LLC and inVentiv Health Clinical to enter into this Agreement to provide for the merger of each of the Merging LLCs with and into inVentiv Health Clinical such that following the effectiveness of the merger, inVentiv Health Clinical shall be the surviving entity subject to and in accordance with Section 264 of the Delaware General Corporation Law, Section 18-209 of the Delaware Limited Liability Company Act, and Section 608.438 of the Florida Limited Liability Company Act.

NOW, THEREFORE, in consideration of the premises, the mutual agreements and covenants made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

- 1. <u>The Merger</u>. At the Effective Time (defined below), in accordance with this Agreement, the Merging LLCs shall be merged with and into inVentiv Health Clinical, the separate limited liability company existence of the Merging LLCs shall cease, and inVentiv Health Clinical shall continue as the surviving entity (the "Merger").
- 2. <u>Effect of the Merger</u>. Upon the effectiveness of the Merger, all the property, rights, privileges, powers and franchises of the Merging LLCs shall vest in inVentiv Health Clinical, and all debts, liabilities and duties of the Merging LLCs shall become the debts, liabilities and duties of inVentiv Health Clinical.
- 3. <u>Effective Time</u>. The Merger shall be effective at the time specified on the Certificate of Merger filed with the Secretary of State of the State of Delaware, which filing shall be made as soon as practicable. The time of such effectiveness shall herein be referred to as the "<u>Effective Time</u>."
- 4. <u>Membership Interests</u>. Upon the Effective Time and by virtue of the Merger and without any action on the part of the Merging LLCs, or their respective members, all membership interests of each Merging LLC that was outstanding prior to the Effective Time shall be exchanged for rights to receive merger consideration in the amount of ten (\$10.00) dollars. Upon the Effective Time, by virtue of the Merger and without any action on the part of

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inVentiv Health Clinical, or its respective stockholder, all of the stock of inVentiv Health Clinical issued and outstanding immediately prior thereto shall remain issued and outstanding.

- 5. <u>Organizational Documents</u>. The Certificate of Incorporation of inVentiv Health Clinical as in effect at the Effective Time shall continue to be the Certificate of Incorporation of inVentiv Health Clinical as the surviving entity until amended or restated in accordance with the provisions thereof and applicable law.
- 6. Officers and Directors. The members of the Board of Directors and the officers of inVentiv Health Clinical as of the Effective Time shall continue in office until the expiration of their respective terms of office or until their successors are duly appointed.
- 7. <u>Further Actions</u>. Each of the Parties will take all such reasonable and lawful actions from time to time as may be necessary or appropriate in order to effectuate the Merger contemplated hereby as promptly as possible.
- 8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of the State of Delaware.
- 9. <u>Abandonment</u>. This Agreement may be terminated and the Merger may be abandoned by the member or stockholder of the Parties, as applicable at any time prior to the Effective Time, notwithstanding approval of this Agreement by the sole member and stockholder of each of the Parties, as applicable.
- 10. <u>Counterparts and Facsimile Signature</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

[remainder of page intentionally left blank]

TRADEMARK REEL: 007922 FRAME: 0646 IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their duly authorized representatives as of the day and year first above written.

INVENTIV HEALTH CLINICAL, INC.

Name: Eric Sherbet

Title: Vice President and Secretary

11190 BISCAYNE, LLC ANOVA CLINICAL RESOURCES LLC INVENTIV HEALTH CLINICAL SHA, LLC SEARENTO TRUST LLC SYNERGOS LLC

Name: Eric Sherbet

Title: Vice President and Secretary

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RECORDED: 11/14/2022